

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

700-0060

STIPULATED AGREEMENT

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "Commission", The Burlington Northern and Santa Fe Railway Company, hereinafter referred to as the "Company", the Village of Pontoosuc in Hancock County, hereinafter referred to as the "Village", and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through informal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the Company's tracks with a public highway known as Mercer Street in the Village of Pontoosuc, Hancock County, Illinois, designated as crossing DOT 004 757W, milepost 226.64-M; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a staff member of the Commission's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 The improvement encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The Commission, the Village, and the Department are of the opinion that the proper improvement in the interest of public safety at the aforesaid crossing should be:

- a) the Company should replace the antiquated automatic warning devices with new flashing light signals and gates, and install remote monitor and constant warning time control circuitry;

Section 3 The Company has prepared a preliminary estimate of cost to accomplish the proposed improvements which it may be required to perform, said estimate is attached as Exhibit B, and shall upon Order according to the requirements contained therein prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvement, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be one hundred twenty (120) days, for the submission of progress reports should be six (6) months and for the completion of the proposed improvement should be twelve (12) months, from the date of Commission Order subsequent to this agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvement should be:

- a) the cost to replace the antiquated automatic warning devices with new flashing light signals and gates, and install remote monitor and constant warning time control circuitry, estimated at \$150,904, should be allocated whereby the Grade Crossing Protection Fund (Fund) should bear 50% of said project cost, not to exceed \$75,452, with the Company bearing any remaining cost after payment from the Fund, as well as all future operation and maintenance cost thereof;

Section 6 Special Provisions: The Company shall file a written report with the Director of Processing within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reason(s) for the delay.

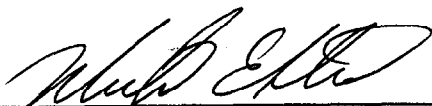
All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Bureau of Local Roads and Streets, Main Office, Illinois Department of Transportation at 2300 South Dirksen Parkway, Springfield, Illinois, 62764. A copy of each bill for Fund reimbursement shall also be submitted to the Director of Processing and Information, Transportation Division

of the Commission. The final bill for expenditures shall be clearly marked "Final Bill". All bills shall be submitted to the Department and Commission no later than twenty four (24) months from the date of Commission Order subsequent to this agreement. Authorization for reimbursement from the Grade Crossing Protection Fund shall expire twelve (12) months after the completion date specified in the Order. The Department shall, at the end of the 24th month from the Commission's Order date, de-obligate all residual funds accountable for installation costs for this project.

The Company shall within ninety (90) days of the date of Commission's Order subsequent to this Agreement, submit to the Director of Processing, Transportation Division of the Commission, the name, title, mailing address, phone number and facsimile number of a project manager.

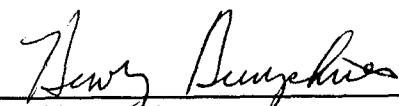
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 10th day of May, 2000.



Michael E. Stead
Railroad Safety Program Administrator

Attest:



Henry Humphries,
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 923 concerning improvements at the Mercer Street grade crossing of The Burlington Northern and Santa Fe Railway Company tracks, in the Village of Pontoosuc, Hancock County, Illinois designated as crossing AAR/DOT # 004 757W, Milepost 226 64-M.

Executed by the Village of Pontoosuc, Hancock County this 27 day of May, 2000.

VILLAGE	OF	PONTOOSUC
HANCOCK COUNTY		

By Robert A. Hurand

Attest:

Illinois Commerce Commission Stipulated Agreement No. 923 concerning improvements at the Mercer Street grade crossing of The Burlington Northern and Santa Fe Railway Company tracks, in the Village of Pontoosuc, Hancock County, Illinois designated as crossing AAR/DOT # 004 757W, Milepost 226 64-M.

Executed by the Department this 19TH day of JUNE, 2000.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By:

James C. Slifer
Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 923 concerning improvements at the Mercer Street grade crossing of The Burlington Northern and Santa Fe Railway Company tracks, in the Village of Pontoosuc, Hancock County, Illinois designated as crossing AAR/DOT # 004 757W, Milepost 226 64-M.

Executed by The Burlington Northern and Santa Fe Railway Company this 9 day of JUNE 2000.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

APPROVED AS TO FORM 6/6/00
Wendy
Burlington Northern Santa Fe Law Department

By:

J. Allen Zuh

Attest:

Cheryl Burkha

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line BNSF Milepost 226.64-M Inventory # 004 757W
City (I) Pontoosuc Street Mercer Street County Hancock
Jurisdiction Local Urban XX Rural Commercial Residential
Street Surface Oil/Chip Width 18' Condition Fair
Angle 90° Tracks Tangent Yes Degree of Curve -- Superelevation --
Depth of Cut ----- Height of Fill -----

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		<u>Main</u>	<u>FDT</u>	<u>23' - 8"</u>	<u>Fair</u>
<u>16' - 6"</u>	<u>Level</u>				
		<u>Main</u>	<u>FDT</u>	<u>23' - 8"</u>	<u>Fair</u>

Intersecting Roads 100' Pvt. Entrance 200' Pvt. Entrance
Traffic Control Devices Present None
ADT 59 Speed unposted Statewide Yes
Schoolbuses Poss. Hazardous Materials Poss. Other --
Rail Traffic: Ft. 40 @ 70 mph Pass. 2 @ 79 mph Switch No
Simultaneous Movements Yes Daylight and Dark Yes
Present Protection AFLS/Gates

Advance Warning Signs Yes Pavement Marking No

1

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A		N/A	
NW	N/A		N/A	
SE	N/A		N/A	
SW	N/A		N/A	

Approach Grades

North	<u>Meets</u>	'	<u>92</u>	%	<u>Ill</u>	'	<u>Adm.</u>	%	<u>Code</u>	'	<u>1535</u>	%
South	<u>"</u>	'	<u>"</u>	%	<u>"</u>	'	<u>"</u>	%	<u>"</u>	'	<u>"</u>	%

Comments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

River

Exhibit A
Page 1

Sketch of Crossing

Gang

H

Street

Trail



BNSF.

Mercer



Bldg.

H

STOP

1L-96

Scale:
None

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
STATE OF ILLINOIS

LOCATION - NIOTA

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

CROSSING CHANGES AT MERCER RD., PONTOOSUE, IL. DOT 004-757W WITH NEW BUNGALOW, CONSTANT WARNING, FLASHERS/GATES, BATTERIES, CHARGERS, RELAYS, CABLE, BELLS, TERMINATIONS, HIGH WIND GUARDS, WIDE BAND SHUNTS, ETC.

THE ATTACHED MATERIAL LIST REFLECTS TYPICAL, REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE.

THEY CAN BE EXPECTED TO CHANGE AFTER ENGINEERING PROCESS. DETAIL AND ACCURATE MATERIAL LIST WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THIS ESTIMATE GOOD FOR 90 DAYS, THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE DUE TO COST FOR MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS TO PAY 100%.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/POWER TRANS SYS	54.00	MH	1,107	
SIGNAL FIELD LABOR	840.00	MH	18,425	
SIGNAL SHOP LABOR	64.00	MH	1,264	
PAYROLL ASSOCIATED COSTS			12,849	
EQUIPMENT EXPENSES			3,784	
SUPERVISION EXPENSES			14,121	
PERDIEM EXPENSES			6,825	
INSURANCE EXPENSES			3,118	
TOTAL LABOR COST			61,493	61,493

MATERIAL				

BATTERY & CHARGERS	1.00	EA	6,206	
BUNGALOW 6X6 PER SKR101	1.00	EA	5,182	
BUNGALOW MATERIAL	1.00	EA	5,963	
CABLE	1.00	EA	1,242	
FIELD MATERIAL	1.00	EA	1,867	
FLS/GATES,BELLS,& FOUND.	2.00	EA	13,502	
HIGH WIND GUARDS	2.00	EA	200	
HXP-PM03R2 W/RSI & RMM	1.00	EA	19,975	
MATERIAL FOR ELECTRICAL	1.00	EA	1,500	
MISC. MATERIAL	1.00	EA	1,000	
TERMINATIONS, FSS-2A	4.00	EA	2,200	
VIGILANT RECORDER	1.00	EA	1,660	
WIDE BAND SHUNTS	4.00	EA	1,000	
STORE EXPENSES			1,513	
USE TAX			3,932	
OFFLINE TRANSPORTATION			768	
TOTAL MATERIAL COST			67,710	67,710

OTHER				

CONTRACT ENGR.	1.00	EA	6,000	
DIRECT SHIPPING	1.00	LS	1,300	
TOTAL OTHER ITEMS COST			7,300	7,300
PROJECT SUBTOTAL				136,503
CONTINGENCIES				13,650
BILL PREPARATION FEE				751
GROSS PROJECT COST				150,904
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				150,904